

Exhibit A – Professional Services Description

Professional Services – CPQ Benefits – Performance

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of CPQ Benefits – Performance, dependent upon the inclusion of Professional Services – One Time Implementation or Professional Services – Recurring Services within Customer's Product Schedule. Additional components, not listed here, require additional services.
- II. **Zywave Team.** The Zywave Team assigned to perform the Professional Services described in the agreement will include a Project Manager, Data Analyst, Product Trainer, and Implementation Consultant.
- III. **Launch Success.** Applicable for Professional Services – One Time Implementation and Professional Services – Recurring Services, if purchased within corresponding Product Schedule.
 - a. **Estimated Duration.** 6-8 weeks from Initial Effective Date dependent upon Customer engagement.
 - b. **Inclusions.** The following services will be provided as part of this agreement.
 - i. **Initial Setup**
 1. Product activation and system configuration
 2. Creation of all initial end User(s) on behalf of Customer
 3. Creation of initial administrative User(s) on behalf of Customer
 4. Application of User permissions, data management access, and feature access
 5. Assignment of one (1) IP address and the associated "Send on Behalf" utility
 6. Logo setup
 - ii. **Data Services**
 1. Zywave processes initial upload of accounts and contacts
 2. Zywave completes setup or configuration of available third-party integration(s) on behalf of Customer
 - iii. **Training**
 1. One-on-one training reviewing quoting workflows, administrative workflows, and executing enrollment booklets
 2. Live group end User training session or producer training session
 3. Live group training and on-demand training available via Zywave University
 - iv. **Consulting**
 1. One-on-One Post Training Consultation Calls
 - a. Customer discovery to learn more about goals and expectations
 - i. Initial configuration of Customer TIN, NPN, and Carrier suppression details within Zywave CPQ on behalf of Customer
 - ii. Conduct end-to-end quoting review process ahead of presenting proposals to prospective clients
 - b. Quoting Strategy

- i. One-on-one review of employee census management as it relates to providing best plan option results during Customer quoting process
 - ii. Custom plan entry of up to five initial custom plans (combination among Medical, Dental, and Vision plan type options).
 - 1. Includes manual entry of benefit items, in and out of network, and upload of plan SBCs and PDF attachments.
 - iii. Zywave creates initial sample Enrollment Benefit Booklet within Zywave CPQ on behalf of Customer that includes all standard plan type pages and initial Customer sections.
 - c. Proposal Template Strategy
 - i. Zywave creates initial sample proposal template within Zywave CPQ on behalf of Customer
 - ii. Proposal template discovery consultation prior to Zywave building sample template on behalf of Customer
 - iii. Customer provides initial round of edits or updates to be applied to template on behalf of Customer
 - 1. Includes addition of new benefit items, reordering existing benefit items, creation of custom pages, and creation of custom disclaimer.
 - iv. Proposal template completion consultation to review final approved configurations made on behalf of Customer
- c. **Exclusions.** The following activities are not included in this agreement and, if applicable, require an additional service agreement and subsequent cost estimate.
 - i. **Setup**
 - 1. Additional setup beyond noted inclusions in section III.b.
 - 2. Additional branding or ongoing maintenance of initially applied branding on Customer's behalf
 - ii. **Data Services**
 - 1. Additional data imports
 - 2. Data import for fields not specified in data template
 - 3. Ongoing maintenance for included configured third-party integration
 - 4. Setup for additional third-party integrations
 - iii. **Training**
 - 1. On-site training at Customer or Zywave physical locations
 - 2. Additional or one-on-one training sessions
 - iv. **Consulting**
 - 1. On-site consulting at Customer or Zywave physical locations
 - 2. Additional consulting sessions
 - 3. Ongoing system maintenance tasks including
 - a. Updates to Customer TIN, NPN, and Carrier suppression information on behalf of Customer
 - b. Creation or upload of employee census data on behalf of Customer
 - c. Updates to custom plans created on behalf of Customer
 - d. Creation of additional custom plans on behalf of Customer

- e. Updates to Enrollment Benefit Booklet created on behalf of Customer
- f. Creation of additional Enrollment Benefit Booklets on behalf of Customer
- g. Updates to proposal template sample created on behalf of Customer
- h. Creation of additional proposal templates on behalf of Customer

- d. **Expiration.** All One Time Implementation Professional Services are subject to the Zywave Cancellation Policy available at <https://www.zywave.com/training-cancellation-policy>. Any unused One Time Implementation Professional Services Fees will expire 6 months from date of purchase. Any Professional Services performed following such expiration will require an additional Professional Services Fee at Zywave's then-current rates.
- e. **Billing.** The One Time Implementation Professional Services Fee is due upon execution of this Agreement. Zywave will bill Customer for reasonable and actual travel, living expenses (if applicable) and related incidental expenses incurred by Zywave's personnel in rendering the Services.

IV. **Continued Success.** Applicable only if Professional Services – Recurring Services purchased within corresponding Product Schedule.

- a. **Duration.** Ongoing for the duration of the Term based on Customer's responsiveness and availability.
- b. **Inclusions.** The following may be provided as part of this agreement, depending upon Customer engagement.
 - i. All service requests are reviewed for feasibility and scope alignment. Zywave reserves the right, in its sole discretion, to decline or re-scope requests that fall outside the capabilities of this service package. Requests determined to be outside the defined scope, technically infeasible, or requiring additional development, legal approval, or non-standard effort will not be performed without a mutually executed Statement of Work or applicable change order.
- c. **Exclusions.** For avoidance of doubt, the following are not included in this agreement and, if applicable, require an additional service agreement and subsequent cost estimate.
 - i. On-site training, consulting, or other service work at Customer or Zywave physical locations
 - ii. Services provided in existing Zywave Service Offerings
 - iii. Custom reporting, data extracts, and data back-ups
 - iv. Industry specific trainings nor trainings unrelated to Hosted Application
 - v. Entering Carrier credentials for binding/quoting
 - vi. Data and/or account moves or merges, which included but is not limited to:
 - 1. Technical moves or merges as a result of a merger or acquisition
 - 2. Agency Data Merge
 - 3. Transitioning Hosted Application access between accounts and/or BIDs
 - vii. Custom work, which includes but is not limited to:
 - 1. Custom integrations not already supported by the platform
 - 2. Custom development, that includes API development, scripting, or middleware setup
 - 3. Creation of custom content on behalf of the Customer nor custom e-learning materials
 - viii. Services do not include enabling Customer's clients to submit service requests directly, as all such requests must be initiated solely by the Customer.

- ix. Zywave will not act as the Customer's system administrator or provide staff-augmentation services to support the Customer's day-to-day operational tasks.